IN THE HIGH COURT OF JUDICATURE AT BOMBAY

O.O.C.J.

NOTICE OF MOTION NO.1957 OF 2004

IN

SUIT NO.4037 OF 2002

...

The Sangli Bank Ltd. ...Plaintiff

v/s.

Kamran Ahmed Patel & ors. ...Defendants

...

Mrs.N.V. Desai for the Plaintiff.

Mr.R.Jain for Defendants Nos. 1 & 2.

...

CORAM: D.K.DESHMUKH, J.

DATED: 29TH APRIL,2005

P.C.:

This is a bank suit. The Defendant is served and is appearing. There is no affidavit in reply filed by the Defendant. Defendant has committed default in payment of the amount to the Bank. There is no dispute that the flat is mortgaged to the Bank.

2. In this view of the matter, therefore, there is no escape from appointing the Receiver on the mortgaged property. Motion is, therefore, granted in terms of prayer clause (b), excluding bracketed portion.

3. The Receiver shall take only symbolic possession of the flat and offer agency to the Defendant No.1. on usual terms and conditions including security and royalty. If the Defendant No.1 does not execute the agency agreement within a period of six weeks from the date on which offer is made, the Receiver shall take physical possession of the flat, if necessary by taking police help, and deliver it in possession of the Plaintiff also as agent of the Receiver, but

without security and royalty. In that event the Plaintiff shall be entitled to take out further notice of motion for further reliefs. Motion is also granted in terms of prayer clause (c).

Notice of Motion disposed of.

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